

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

WILLOW BRIDGE PROPERTY
COMPANY LLC,

Plaintiff,

v.

ARCH SPECIALTY INSURANCE
COMPANY,

Defendant.

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Civil Action No. 3:24-cv-00029-D

PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Willow Bridge Property Company LLC (formerly LPC Multifamily Holdco LLC d/b/a Lincoln Property Company) ("LPC") hereby moves pursuant to Fed. R. Civ. P. 56 and Local Rules 56.1-56.7 for summary judgment regarding Defendant Arch Specialty Insurance Company's ("Arch") duty to defend LPC, and respectfully states as follows:

1. **SUMMARY REQUIRED BY LOCAL RULE 56.3:** By this Motion, LPC seeks summary judgment on the First Cause of Action for Breach of Contract in its Second Amended Complaint (ECF 21). To prove breach of contract, LPC will show that (a) the Real Estate Developer Professional Liability Insurance Policy that Arch sold to LPC is a valid and enforceable contract that imposes on Arch a duty to defend LPC against thirty-five putative class action lawsuits (now consolidated in a multi-district litigation for pre-trial proceedings) alleging violation of federal and state antitrust laws (the "Antitrust Suits"); (b) that Arch breached the contract by denying a duty to defend the Antitrust Suits; (c) that as a direct and proximate result of Arch's

breach of contract, LPC has paid millions out of pocket in defense costs to defend the Antitrust Suits; (d) that LPC has met all conditions precedent to recovery under the contract; and (e) LPC is therefore entitled to breach of contract damages, including all reasonable legal fees and costs incurred.

2. There are no material facts in dispute, as the parties have stipulated to the material facts relevant to this Motion for Partial Summary Judgment, and to the authenticity and admissibility of the insurance policy, underlying pleadings, and coverage correspondence referenced therein and attached thereto. *See* ECF 31 *et seq.*

3. Arch's duty to defend the Antitrust Suits therefore turns on a single question of law appropriate for summary judgment: the interpretation and applicability of "Exclusion X" in the Policy.

4. The accompanying Brief in Support of this Motion and Appendix thereto contain the arguments and authorities in support of the relief requested by the Motion.

5. The live pleadings in this matter are: (i) the Second Amended Complaint, filed April 18, 2024 (ECF 21); and (ii) Arch's Original Answer to [LPC's] Second Amended Complaint, filed May 9, 2024 (ECF 24).

WHEREFORE, for all the reasons, arguments and authorities set forth in the accompanying Brief, Plaintiff Willow Bridge Property Company LLC respectfully requests that the Court grant partial summary judgment in its favor on Plaintiff's First Cause of Action in the Second Amended Complaint, awarding damages, and such other and further relief as this Court deems just and proper.

Dated: August 30, 2024

Respectfully submitted,

/s/ Julie Hammerman [8/30/2024]

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CERTIFICATE OF SERVICE

I, Julie Hammerman, certify that on August 30, 2024, I served a true and correct copy of the foregoing document via electronic service on:

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/s/ Julie Hammerman [8/30/2024]

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